

1 Scott E. Jenny, Esq. – State Bar No. 166111
2 Richard K. Jenny, Esq. – State Bar No. 200756
JENNY & JENNY, LLP
736 Ferry Street
3 Martinez, California 94553
Telephone: (925) 228-1265
4 Facsimile: (925) 228-2841

FILED

MAR 27 2019

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

5 Attorney for Andrew M. Kleiber,
6 Marisa T. Mulladi-Kleiber, John L. Hansen,
7 Adam J. McNulty, Lucille J. McNulty,
Mario Oliveros, Jr. and Phoebe Wong-Oliveros

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 In re) Bankruptcy Case Nos.: 19-30088 DM
12 PG&E CORPORATION, INC.,) Chapter 11
13) Hon. Dennis Montali
14 Debtor in Possession) (Lead Case) (Jointly Administered)
15 Defendants.)
16) DECLARATION OF MARIO OLIVEROS
17) IN SUPPORT OF JOINDER TO MOTION
18) OF DEBTORS PURSUANT TO 11 U.S.C.
19) §§ 105(a), 362, AND 363 AND FED. R.
20) BANKR. P. 2002, 4001, AND 6004
21)
22) Date: April 10, 2019
23) Time: 1:30 p.m. (Pacific Time)
24) Place: United States Bankruptcy Court
25) Courtroom 17, 16th Floor
26) San Francisco, CA 94102
27) Objection Deadline: April 3, 2019, 4:00 p.m.
28)

TO THE HONORABLE DENNIS MONTALI, UNITED STATES BANKRUPTCY
JUDGE, DEBTOR, DEBTOR'S ATTORNEY, THE UNITED STATES TRUSTEE AND
OTHER PARTIES IN INTEREST:

I am the owner of 2058 Drake Drive on Oakland, California. PG&E filed an eminent
domain lawsuit against me to take an easement on my property and to erect two large PG&E

1 electrical towers and power lines on or adjacent to my property altering the view from my home
2 in a very negative way. Attached hereto as Exhibit A is a copy of the complaint PG&E filed
3 against me. I did not ask to lose my property and I did not want this project on or near my
4 property. Every day my family and I have to look at the enormous PG&E towers and wires from
5 my home. Numerous trees and bushes have already been removed by PG&E. My property has
6 already suffered a substantial decrease in value caused by PG&E.

7 I have not been compensated one single dollar for this loss. On December 6, 2018 we
8 attended mediation at JAMS in San Francisco and my case was settled for \$130,000.00. PG&E
9 thereafter declared bankruptcy and I have not received any portion of this settlement.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct and if called as a witness I could competently testify to the truth of
12 the matters asserted therein. Executed this 21 day of March, 2019.

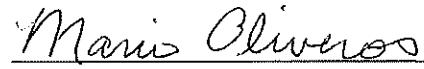
13
14 
15 Mario Oliveros

EXHIBIT A

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1 ELIZABETH A. COLLIER (State Bar No. 148537)
2 CESAR V. ALEGRIA, JR. (State Bar No. 145625)
3 **PACIFIC GAS AND ELECTRIC COMPANY**
4 77 Beale Street, B30A
5 San Francisco, CA 94105
6 Telephone: (415) 973-0360

ENDORSED
FILED
ALAMEDA COUNTY

DEC 22 2017

7 Please Direct All Correspondence To:

8 **CHRISTOPHER J. GONZALEZ** (State Bar No. 227804)
9 **CJG LEGAL**
10 200 Pringle Ave, Suite 400
11 Walnut Creek, CA 94596
12 Telephone: (925) 464-2121
13 chris@cjglegal.com

CLERK OF THE SUPERIOR COURT
By MICHELLE BANKS
Deputy

14 Attorneys for Plaintiff
15 **PACIFIC GAS AND ELECTRIC COMPANY**

16 SUPERIOR COURT OF CALIFORNIA

17 COUNTY OF ALAMEDA

18 **PACIFIC GAS AND ELECTRIC**
19 **COMPANY,**

20 Case No. **RG17887360**

21 Plaintiff,
22 v.
23 MARIO OLIVEROS JR; PHOEBE
24 WONG-OLIVEROS; OLD REPUBLIC
25 TITLE COMPANY; MORTGAGE
26 ELECTRONIC REGISTRATION
27 SYSTEMS, INC.; RPM MORTGAGE,
28 INC.; JPMORGAN CHASE BANK, N.A.;
and DOES 1 through 50 inclusive,

Defendants.

APN: 048E-7348-059

Plaintiff **PACIFIC GAS AND ELECTRIC COMPANY** (hereinafter referred to as

“PG&E”) alleges as follows:

1. PG&E is a public utility corporation, duly organized and existing under, and by
virtue of, the laws of the State of California, with its principal place of business in the City and
County of San Francisco.

14
COMPLAINT IN EMINENT DOMAIN

BY FAX

1 2. The names and capacities of the known defendants (collectively "Owner") and
2 their possible interests in the property at issue (described in Paragraph 4) are set forth below for
3 the convenience of the Court. These data are based on information and belief, and are not
4 allegations by which PG&E intends to be bound.

<u>Defendant</u>	<u>Apparent Property Interest</u>
MARIO OLIVEROS JR; and PHOEBE WONG-OLIVEROS	Fee ownership interest.
OLD REPUBLIC TITLE COMPANY	Trustee under deed of trust recorded March 19, 2015, in Alameda County as Document No. 2015-077948 (the "2015 DOT")
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.;	Beneficiary under 2015 DOT, as nominee for Lender (see next item)
RPM MORTGAGE, INC.;	Lender under 2015 DOT
JPMORGAN CHASE BANK, N.A.	Trustee, lender, and beneficiary under deed of trust recorded June 3, 2016, in Alameda County as Document No. 2016-139904 (the "2016 DOT")

16 3. PG&E does not know the true names or capacities of defendants sued herein as
17 DOES 1 through 50, inclusive, nor the interests which they claim in the property, if any. PG&E
18 will, upon ascertaining their true names, substitute the true names for such fictitious names by
19 amendment to this Complaint.

20 4. Defendants, and each of them, claim some right, title or interest in a parcel of
21 vacant/unimproved real property situated in the Shepherd Canyon Park area of Oakland, Alameda
22 County, California, and more particularly described as follows:

23 LOT 421, OF MONTCLAIR HIGHLANDS, ACCORDING TO THE MAP
24 THEREOF FILED SEPTEMBER 11, 1925, MAP BOOK 4, PAGE 88,
25 ALAMEDA COUNTY RECORDS.

26 (Alameda County Assessor's Parcel Number 048E-7348-059, and hereafter the "Property.")

BACKGROUND

5. One of PG&E's top priorities is to ensure the safety and reliability of its electric transmission system.

6. In June 2016, a private property owner contacted PG&E and requested it review the safety and stability of two of PG&E's lattice steel electrical towers in the Shepherd Canyon area of Oakland. PG&E noted potential slope instability where the towers are presently located and a resulting structural impact to the legs of those towers. PG&E made a temporary fix at that time.

7. Following the temporary fix, and after a comprehensive inspection and evaluation of the system, PG&E determined that it is necessary to relocate approximately 1,600 linear feet of existing overhead Moraga – Oakland 115kv electric transmission lines in Shepherd Canyon to mitigate safety concerns over slope stability. More specifically, PG&E needs to replace those two existing towers with two self-weathering tubular steel poles (“TSPs”), and relocate them to a more stable area approximately 170 and 250 feet north of their current location.

8. This will result in a slight realignment of the overhead lines, and the potential for the overhead lines to sway or swing over private property. It is therefore critical that PG&E obtain new overhead rights, including the right to ensure adequate clearance between PG&E's lines and any existing structures or vegetation. To that end, PG&E requires the acquisition of electric transmission and vegetation management easements from a number of residential properties which are adjacent to the project area, including the Property at issue in this action.

9. Public interest and necessity require the Project in order for PG&E to protect the integrity of its facilities, and for PG&E to continue providing safe and reliable electricity service to the public.

PROJECT DETAILS

10. PG&E is undertaking a project entitled the Moraga-Oakland 115kv Tower Replacement Project (the "Project"). PG&E's present intended scope of work includes the installation of overhead crossarms, wires and cables necessary for the transmission and

1 distribution of electric energy, and for communication purposes. Specific to the Property, PG&E
2 seeks the following rights:

3 A. An easement to suspend, replace, remove, maintain and use such
4 crossarms, wires and cables (supported by or suspended from poles, towers,
5 or other structures located on lands adjacent to the Property) as PG&E shall
6 from time to time deem to be reasonably required for the transmission and
7 distribution of electric energy, and for communication purposes, together
8 with a right of way, on, along and in all of the easement area lying within
9 the Property. The easement area is described on EXHIBIT A, and shown on
10 EXHIBIT A-1.

11 B. The right of ingress to and egress from said easement area over and
12 across the Property by means of roads and lanes thereon, if such there be,
13 otherwise by such route or routes as shall occasion the least practicable
14 damage and inconvenience to Owner, provided, that such right of ingress
15 and egress shall not extend to any portion of said lands which is isolated
16 from said easement area by any public road or highway, now crossing or
17 hereafter crossing said lands.

18 C. The right, from time to time, to trim or to cut down any and all
19 trees and brush now or hereafter within said easement area, and shall have
20 the further right, from time to time, to trim and cut down trees and brush
21 along each side of said easement area which now or hereafter in the opinion
22 of PG&E may interfere with or be a hazard to the facilities installed
23 hereunder, or as PG&E deems necessary to comply with applicable state or
24 federal regulations.

25 D. The right to install, maintain and use gates in all fences which now
26 cross or shall hereafter cross said easement area.

27 E. The right to mark the location of said easement area by suitable
28 markers set in the ground; provided that said markers shall be placed in
fences or other locations which will not interfere with any reasonable use
the Owner shall make of said easement area.

29 F. PG&E will covenant and agree:

- 30 i. Not to fence said easement area;
- 31 ii. To repair any damage it shall do to Owner's private roads or lanes on the
32 Property;
- 33 iii. To indemnify Owner against any loss and damage which shall be caused
34 by any wrongful or negligent act or omission of PG&E or of its agents or
35 employees in the course of their employment, provided, however, that
36 this indemnity shall not extend to that portion of such loss or damage
37 that shall have been caused by the owner's comparative negligence or
38 willful misconduct; and

39 G. PG&E confirms the Owner reserves the right to use said easement
40 area for purposes which will not interfere with PG&E's full enjoyment of
41 the rights hereby granted; provided that the Owner shall not erect or
42 construct any building or other structure, or drill or operate any well, or
43 construct any reservoir or other obstruction within said easement area, or
44 diminish or substantially add to the ground level in said easement area, or

1 construct any fences that will interfere with the maintenance and operation
2 of said facilities.

3 H. The provisions and rights sought herein shall inure to the benefit of
4 and bind the successors and assigns of the respective parties, and all
5 covenants shall apply to and run with the land.

6 11. Because PG&E already has existing facilities adjacent the Property, this location
7 is ideal for the Project. A depiction of the Property, and its relation to the Project is included
8 herewith as EXHIBIT B.

9 12. PG&E has authority to exercise the power of eminent domain under Public
10 Utilities Code sections 612 and 613, and Code of Civil Procedure sections 1230.010, et seq., and
11 1240.120. Exercise of this power is proper in this case.

12 13. The rights/property sought to be condemned for the Project are necessary for the
13 project and the public good. The Project is planned and located in a manner that is the most
14 compatible with the greatest public good and with the least private injury. PG&E has made the
15 offer required by Government Code section 7267.2 to the owners of the Property. PG&E has also
16 deposited with the State Condemnation Deposit Fund probable just compensation for the
17 easement rights being acquired.

18 14. WHEREFORE, PG&E prays that the property interests and obligations as herein
19 described, and as depicted on EXHIBIT A and A-1, be condemned for the use of PG&E, that just
20 compensation due to the Defendants for the taking of this property be ascertained, that any liens
21 and encumbrances against said property be deducted from the judgment, and that PG&E have
22 such other and further relief as the Court may deem necessary and proper.

23 Dated: December 22, 2017

24 CJG LEGAL

25 By:



26 CHRISTOPHER J. GONZALEZ
27 Attorneys for Plaintiff
28 PACIFIC GAS AND ELECTRIC
COMPANY

EXHIBIT A

LD 2301-03-2182

2017196 (01-16-020) 7 17 2

Moraga - Oakland NEW TWR 2/19 & 2/21

EXHIBIT "A"

A portion of Lot 421 as shown on the map of Montclair Highlands filed for record September 11, 1925 in Book 4 of Maps at page 88, Alameda County Records, being more particularly described as follows:

Beginning at the southeast corner of said Lot 421 and thence along the easterly boundary line of said lot

- (1) north $05^{\circ}40'00''$ east 50.00 feet to the northeast corner of said lot; thence leaving said easterly boundary line and running along the northerly boundary line of said lot
- (2) north $84^{\circ}19'31''$ west 22.68 feet; thence leaving said northerly boundary line
- (3) from a tangent line that bears south $15^{\circ}59'52''$ west, on a curve to the left, having a radius of 5000 feet, through a central angle of $0^{\circ}34'33''$, an arc distance of 50.24 feet to the southerly boundary line of said lot; thence along said southerly boundary line
- (4) South $83^{\circ}22'10''$ East 31.45 feet to the point of beginning.

Containing an area 1,350 square feet, more or less.

Robert S. Sullivan

Robert S. Sullivan, P.L.S. 8558 11-3-17



EXHIBIT A-1

(T 1S, R 3W, SEC. 21, S/W 1/4, M.D.B.&M.)

APN 48E-7348-058
KLEIBER
LOT 420

APN 48E-7348-59
OLIVEROS
2015077947 A.C.R.
LOT 421

APN 48E-7348-60
YEE
LOT 422

APN 48E-7348-61
LARRISON
LOT 423

APN 48E-7348-62
FLETCHER
LOT 424

APN 48E-7348-63
GREEN
LOT 425

LOT 426

APN 48E-7348-64
MORAGA
LOT 427

AUTHORIZATION
74008842

BY J. WALLER
DR V. SARDON
CH P. GEISINGER
O.K. R. SULLIVAN

DATE 7/12/17

EXHIBIT "A-1"
LAND OF OLIVEROS
MORAGA - OAKLAND TWR 2/21
APN: 48E-7348-59
OAKLAND
PACIFIC GAS AND ELECTRIC COMPANY

San Francisco, California

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N84°19'31"W

TANGENT
S15°59'52"W

22.68'

Δ=0°34'33"
R=5000'
L=50.24'

50.00'
N05°40'00"E

31.45'

AREA BEING DESCRIBED
LD 2301-03-2182
AREA = 1,350± SQ. FT.

S83°22'10"E

P.O.B.

1 NEW TWR 2/21

SCALE 1" = 40'

EXISTING
TWR
002/19

EXISTING
TWR
002/21

LEGEND

PROPOSED PG&E EASEMENT

PARCEL LINE

EXISTING P.G.&E. EASEMENT

POINT OF BEGINNING

ALAMEDA COUNTY RECORDS



JCN 01-16-020

2

AREA ALAMEDA

COUNTY 1"= 40'

SCALE

SHEET NO. 1 OF 1

DRAWING NUMBER

CHANGE

EXHIBIT "A-1" 1

EXHIBIT B

(T 1S, R 3W, SEC. 21, S/W 1/4, M.D.B.&M.)

BEGIN PROJECT

NEW TSP 2/19

NEW TSP 2/21

EXISTING TWR 002/21

RESERVED TRANSMISSION
EASEMENT TO PG&E
2301-03-1749

RESERVED TRANSMISSION
EASEMENT TO PG&E
2301-03-1684

END PROJECT

LEGEND

	PROPOSED PG&E EASEMENT
	PARCEL LINE
	EXISTING P.G.&E. EASEMENT
	EXISTING TOWERS
	PROPOSED STRUCTURES
	ASSESSOR'S PARCEL NUMBER

AUTHORIZATION
74008842
BY
DR
CH
O.K.
DATE NOVEMBER 2018

EXHIBIT "B"
PROJECT EXTENTS
MORAGA - OAKLAND TOWER REPLACEMENT

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco, California



JCN	01-16-020
AREA	NORTH COAST
COUNTY	ALAMEDA
SCALE	1" = 200'
SHEET NO.	1 OF 1
DRAWING NUMBER	EXHIBIT "B"
CHANGE	